
WISN-TV (Milwaukee, WI)

ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> ad buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Can	lidate/Issue	A	FSCM	E		
cand	nt Dates (if one folder is used per idate, a separate checklist must be pleted for each flight)		0/8/12	- 10/	14/12	
						<u>Initials</u>
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-1	7)		Date:	10/4/12	æ
2.	Original contract showing requested time (when available)			Date:	10/4/12	æ
3.	Updated contracts as order changes.			Date:	10/9/12	20
4	Invoice of schedule as actually broadcas including amount of rebates given (exac date, time, class of time and amount	it,			10/12/12	Ec
	for each rebate), if any			Date:		
			Checkl	list Com	pleted:	
		By:				
		Date:				
	•					

NAB Form PB-17 Issues

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and	Location:			Da	te:
i	ISN. W. MILL	AUKEE		10,	14/12
	flaggerty est station time conce		owing issue:		
iA.4;	Thompson				
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	. Se	= Sate ATTACITET	PULE		
Total Char	ges: *65,	700 /G	2055		
This broadcast t	ime will be used by	: \$FRCU	ક		
Does the p message re	rogramming (elating to any	in whole o political r	r in part) natter of n	communicate ational impo	e "a rtance?"
	□ Yes			□N ₀	

NAB Form PB-17 Issues

For programming that "communimportance," list the name of the office(s) being sought and the date	e legally qualified eandidate(s)	the programming refers to, the
For programming that "eommuni importance," attach Agreed Upor		political matter of national
I represent that the payment for	the above described broadcast t	ime has been furnished by:
A.Folice		
and you are authorized to annour furnishing the payment, if other t		person or entity. The entity
a corporation; Da comm	littee; 🔲 an association; 🔲	or other unincorporated group.
The names, offices, and addresse agents of the entity are named be		s, directors, and/or authorized ly): fam leyes - Irennee
	SCRIMINATE OR PERMIT I	DISCRIMINATION ON THE BASIS
I agree to indemnify and hold harm reasonable attorney's fees, that may advertisement(s). For the above-st transcript, or tape, which will be before the time of the seheduled b	ensue from the broadeast of the trated broadeast(s), I also agredelivered to the station at lea	ne above-requested se to prepare a script,
107	NED BY ISSUE ADV	'ERTISER
14/2012		- 312-T87-3322
Date S	ignature	Contact Phone Number
TO BE SIGN	ED BY STATION RE	PRESENTATIVE
Accepted .	Accepted in Part	Rejected
Signature	Printed Name	Title

CONTRACT

Contract Agreement Between:

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Adelstein/Liston 222 West Ontario Suite 600 Chicago, IL 60610

	Contract / Rev	/ision	<u> </u>	Alt Order#	
	961098	1	C	06362748	
Product					
TAMMY BALDWIN					
Contract Dates	Estimate #				
10/08/12 - 10/14/12	3283				
Advertiser			<u>Ori</u> c	inal Date	/ Revision
AFSCME			10	0/04/12	/ 10/04/12
	Billing Cycle	Billing	Cale	endar	Cash/Trade
	EOM/EOC	Broadcast			Cash
	Station	Account Executive		<u>kecutive</u>	Sales Office
	WISN	Rob O	bring	ger	HRP - Chicago
	Special Hand	ling			
	Do Not Mail				
	Demographic				
	Adults 25-54				
					Total Ratings
					262.20
	IDB#	Advert	iser	Code	Product Code
	Agency Ref			Advertiser	Ref

Spots/

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time Days	Length Week	Rate Rtn Type Spots	Amount
N 1 WISN 10/08/12 10/14/12 Castle Start Date	Mon 9-10p <u>Rate</u> <u>Rating</u> \$7,000.00 17.90	:30	NM 1	\$7,000.00
N 2 WISN 10/08/12 10/14/12 News M-F 5a Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 5	5-6A <u>Rate</u> <u>Rating</u> \$1,000.00 3.80	:30	NM 5	\$5,000.00
N 3 WISN 10/08/12 10/14/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 2	7-9a <u>Rate</u> <u>Rating</u> \$3,000.00 4.70	:30	NM 2	\$6,000.00
N 4 WISN 10/08/12 10/14/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 4	3-4p <u>Rate</u> <u>Rating</u> \$500.00 6.60	:30	NM 4	\$2,000.00
N 5 WISN 10/08/12 10/14/12 DR. OZ <u>Start Date End Date Weekdays Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 3	4P-5P <u>Rate</u> <u>Rating</u> \$600.00 5.50	:30	NM 3	\$1,800.00
N 6 WISN 10/08/12 10/14/12 News M-F 5p Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 5	5-530pm <u>Rate</u> <u>Rating</u> \$1,800.00 7.40	:30	NM 5	\$9,000.00
N 7 WISN 10/08/12 10/14/12 Late News 10PM Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 2	10-1030p <u>Rate</u> <u>Rating</u> \$3,500.00 9.30	:30	NM 2	\$7,000.00
N 8 WISN 10/08/12 10/14/12 Jimmy Kimmel Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 3	1130-1230a <u>Rate</u> <u>Rating</u> \$400.00 3.00	:30	NM 3	\$1,200.00
N 9 WISN 10/08/12 10/14/12 Sa 458-6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/121- 1	456-6AM <u>Rate</u> <u>Rating</u> \$250.00 2.30	:30	NM 1	\$250.00
N 10 WISN 10/08/12 10/14/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/122 2	7-9am <u>Rate</u> <u>Rating</u> \$500.00 2.40	:30	NM 2	\$1,000.00
N 11 WISN 10/08/12 10/14/12 College Football BADGER	230p-6p	:30	NM 3	\$21,000.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



	Contract / Revise 961098 /	<u>sion</u>	Alt Order # 06362748	
ontract Dates	Product		Estimate #	

 Contract Dates
 Product
 Estimate #

 10/08/12 - 10/14/12
 TAMMY BALDWIN
 3283

 Advertiser
 Original Date / Revision

 AFSCME
 10/04/12 / 10/04/12

Spots/

				Spots/			
*Line Ch Start Date End Date Desc	ription	Start/End T	ime Days	s Length Week	Rate Rtn Type 9	Spots	Amount
Start Date		Rate	Rating 23.00				
Week: 10/08/12 10/14/123	<u> </u>	\$7,000.00	23.00				
N 12 WISN 10/08/12 10/14/12 News	Sa 6p-630p	6-630pm		:30	NM	1	\$850.00
Start Date End Date Weekda		<u>Rate</u>	Rating				
Week: 10/08/12 10/14/121	- 1	\$850.00	5.90				
N 13 WISN 10/08/12 10/14/12 BIG 1	2 SPORTS SATURD	A\630-7p, 6-63	0p	:30	NM	1	\$500.00
Start Date End Date Weekda		Rate	Rating				
Week: 10/08/12 10/14/121	- 1	\$500.00	5.50				
N 14 WISN 10/08/12 10/14/12 Su 45	8-6a	458-6AM		:30	NM	1	\$200.00
Start Date End Date Weekda		Rate	Rating				+-00.00
Week: 10/08/12 10/14/12	1	\$200.00	2.00				
N 15 WISN 10/08/12 10/14/12 Sun C	AMA	6-7a		:30	NM	1	\$400.00
Start Date End Date Weekda		Rate	Rating	0	.,	•	¥100.00
Week: 10/08/12 10/14/12	İ 1	\$400.00	2.70				
	Sun 7-9a	7-9am		:30	NM	2	\$800.00
Start Date End Date Weekda	• • • • • • • • • • • • • • • • • • • •	Rate	Rating	.00		-	Ψ0.00.00
Week: 10/08/12 10/14/12		\$400.00	3.20				
	News SU 1030PM			:30	NM	1	£1 E00 00
		1030p-11p Rate	Rating	.50	TAINE	ı	\$1,500.00
<u>Start Date</u> <u>End Date</u> <u>Weekda</u> Week: 10/08/12 10/14/12	<u>ys Spots/Week</u>	\$1,500.00	7.40				
	· '		7.70				
N 18 WISN 10/08/12 10/14/12 Upfro		11-1130p	-	:30	NM	1	\$200.00
Start Date End Date Weekda		Rate	Rating				
Week; 10/08/12 10/14/12	L I	\$200.00	2.40				
				Total	s 262.20	39	\$65,700.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/14/12	39	\$65,700.00	\$55,845.00
Totals	39	\$65,700.00	\$55,845.00

Signature:	Date:	

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entify ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephore	n or commercia ne calls in
connection with broadcasts except after its prior approval.	

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, in which knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]



And:

Adelstein/Liston 222 West Ontario Suite 600 Chicago, IL 60610 CONTRACT

	Contract / Re	vision	Alt Order#		
	961098	/ 1	- -	06362748	
Product					
TAMMY BALDWIN					
Contract Dates	Estimate #				
10/08/12 - 10/14/12	328 3				
<u>Advertiser</u>			Orig	inal Date	/ Revision
AFSCME			10	0/09/12	/ 10/09/12
	Billing Cycle	Billing	Cale	ndar	Cash/Trade
	EOM/EOC	Broadcast Account Executive			Cash
	Station			recutive	Sales Office
	WISN	Rob O	bringer		HRP - Chicago
	Special Hand	ling			<u> </u>
	Do Not Mail				
	Demographic				
	Adults 25-54				
					Total Ratings
					377.20
	IDB#	Advert	iser	Code	Product Code
	Agency Ref	J		Advertiser	Ref

*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ Length Week	Rate Rtn TypeSpots	A
1 WISN 10/08/12 10/14/12 Castle <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 1 1	Mon 9-10p Rate Rating \$7,000.00 17.90	:30	NM 1	Amount \$7,000.00
2 WISN 10/08/12 10/14/12 News M-F 5a Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 5	5-6A <u>Rate</u> <u>Rating</u> \$1,000.00 3.80	:30	NM 5	\$5,000.00
3 WISN 10/08/12 10/14/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 2	7-9a <u>Rate</u> <u>Rating</u> \$3,000.00 4.70	:30	NM 2	\$6,000.00
4 WISN 10/08/12 10/14/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 4	3-4p <u>Rate</u> <u>Rating</u> \$500.00 6.60	:30	NM 4	\$2,000.00
5 WISN 10/08/12 10/14/12 DR. OZ Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 3	4P-5P <u>Rate</u> <u>Rating</u> \$600.00 5.50	:30	NM 3	\$1,800.00
6 WISN 10/08/12 10/14/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 5	5-530pm <u>Rate</u> <u>Rating</u> \$1,800.00 7.40	:30	NM 5	\$9,000.00
7 WISN 10/08/12 10/14/12 Late News 10PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 2	10-1030p <u>Rate</u> <u>Rating</u> \$3,500.00 9.30	:30	NM 2	\$7,000.00
8 WISN 10/08/12 10/14/12 Jimmy Kimmel Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 3	1130-1230a <u>Rate</u> <u>Rating</u> \$400.00 3.00	:30	NM 3	\$1,200.00
9 WISN 10/08/12 10/14/12 Sa 458-6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/121- 1	456-6AM <u>Rate</u> <u>Rating</u> \$250.00 2.30	:30	NM 1	\$250.00
10 WISN 10/08/12 10/14/12 News Sat 7-9a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/122- 2	7-9am <u>Rate</u> <u>Rating</u> \$500.00 2.40	:30	NM 2	\$1,000.00
N 11 WISN 10/08/12 10/14/12 College Football BADGER	230p-6p	:30	NM 8	\$21,000.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and service by station obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order# 961098 06362748

Contract Dates Product Estimate # 10/08/12 - 10/14/12 TAMMY BALDWIN 3283

<u>Advertiser</u> Original Date / Revision AFSCME 10/09/12 / 10/09/12

Start Star	*Line Ch Start Date End Date Description	Ctool/End Time		Spots/		
New 10/08/12 10/14/12 3 3 \$7,000.00 23.00 NM 1 \$850.00 10/04/12 10/14/12 10/14/12 10/14/12 10/14/12 11/14/13 11/14 11/				week Rate R	tn TypeSpots	Amount
Sept Ch Date Range Date R	111 10100110	<u>Rate Ra</u>				
WISN 1008/12-10/14/12 College Football BADGER 230p-6p 5a 30 \$7,090-90 23.00 NM				oth Poto I	eta Tuna	
See MC 11.4.11.5.11.6, 11.7.11.8, 11.9, 11.10, 11.11 2 W/SN 10/08/12-10/14/12 Dilayer pootball BADGER 230p-6p						
2 W/SN 10/08/12-10/14/12 College Football BADGER 230p-6p	See MG 11.4,11.5,11.6,11.7,11.8,11.9,11.10,11.11	_++p	Ju	.50 \$17000.00 25	.00 14101	
See MG 91.4,115,115,117,118,119,11.10,11.11 3 WISN 1000R12 101/41/2 End Date Meskdays SpotsWeek Not	2 WISN 10/08/12-10/14/12 College Football BADGER	230p-6p	Sa	:30 \$7.000-00 23	.00 NM	
See MG 114,115,116,117,118,119,11.10,11.11	See MG 11.4,11.5,11.6,11.7,11.8,11.9,11.10,11.11			7.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
4 WISN 10/11/12-10/11/12 LastResort Thu 7-8pTh		230p-6p	Sa	:30 \$7,000.00 23	.00 NM	
MG for 11.1,11.3,11.2						
SWISN 10/12/12-10/14/12 PrimeTime	_	Thu 7-8p	- Th -	:30 \$3,000.00 23	.00 NM	
6 MISh 10/14/12-10/14/12 Revenge Sun 8-9p		T-100-	_			
6 WISN 10/14/12-10/14/12 Pevenge Sun 8-9p	_	Fri 8-9p		:30 \$2,000.00 23	00 NM	
MG for 11.1,11.3,11.2 ParkAve Sun 9-10p	A AAMERIA ACAMAMA AND AND AND AND AND AND AND AND AND AN	Sun 8-9n		-20 \$7,000,00,00	00 3134	
7 WISN 10/14/12-10/14/12 ParkAve Sun 9-10p 5L :30 \$3,500.00 23.00 NM ® MG for 11.1,11.3,11.2 8 WISN 10/14/12-10/14/12 2020 Fri 9-10p	_	Guii 0-5p		.30 \$7,000.00 23	OU NIVI	
## Wish 10/12/12-10/12/12 2020		Sun 9-10p		30 \$3,500,00,23	00 NM	
⊕ MG for 11.1,11.3,11.2 9 WISN 10/14/12-10/14/12 Sun 9930A 9930A 550,00 23,00 NM ⊕ MG for 11.1,11.3,11.2 10 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURDAY630-7p, 6-630p 550,00 23,00 NM NM ⊕ MG for 11.1,11.3,11.2 11 WISN 10/13/12-10/13/12 News Sat 7-9a 7-9am 5a :30 \$500,00 23,00 NM NM ⊕ MG for 11.1,11.3,11.2 11 WISN 10/13/12-10/13/12 News Sat 7-9a 7-9am 5a :30 \$500,00 23,00 NM NM ⊕ MG for 11.1,11.3,11.2 11 WISN 10/13/12-10/13/12 News Sat 7-9a 7-9am 5a :30 \$500,00 23,00 NM NM ⊕ MG for 11.1,11.3,11.2 11 NISN 10/13/12-10/13/12 News Sat 7-9a 7-9am 5a :30 \$500,00 23,00 NM NM 12 WISN 10/08/12 10/14/12 News Sat 6p-630p 6-630pm Rate Rating Section Se				σ φο,ουσ.σσ 20	14101	
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## MG for 11.1,11.3,11.2 ## 10 WISN 10/13/12-10/13/12 ## 11 WISN 10/13/12-10/13/12 ## 11 WISN 10/13/12-10/13/12 ## 12 News Sat 7-9a ## 7-9am ## 7-				,		
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11 WISN 10/13/12-10/13/12 News Sat 7-9a 7-9am		.Y630-7p, 6-630p	Sa	:30 \$500.00 23	00 NM	
⊕ MG for 11.1,11.3,11.2 12 WISN 10/08/12 10/14/12 News Sa 6p-630p 6-630pm :30 NM 1 \$850.00 Start Date Week: 10/08/12 10/14/12 U1/14/12 BIG 12 SPORTS SATURDA\630-7p, 6-630p 5.90 :30 NM 1 \$500.00 13 WISN 10/08/12 10/14/12 BIG 12 SPORTS SATURDA\630-7p, 6-630p 5.50 :30 NM 1 \$500.00 Start Date Meek: 10/08/12 10/14/12 Su 458-6a 458-6AM 500.00 5.50 14 WISN 10/08/12 10/14/12 Su 458-6a 458-6AM 5200.00 2.00 15 WISN 10/08/12 10/14/12 Sun GMA Spots/Week Rate Rating Sun GMA Start Date Meek: 10/08/12 10/14/12 10/14/12 Sun GMA Spots/Week Rate Rating Sun GMA Start Date Meek: 10/08/12 10/14/12 News Sun 7-9a 7-9am :30 NM 2 \$800.00 16 WISN 10/08/12 10/14/12 News Sun 7-9a 7-9am :30 NM 2 \$800.00 17 WISN 10/08/12 10/14/12 Late News SU 1030PM Start Date End Date End Date Meekdays Spots/Week Rate Rating Sun GMA Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date End Date Meekdays Spots/Week Rate Rating Start Date End Date Meekdays Spots/Week Rate Rating Start Date Start Date End Date Meekdays Spots/Week Start Date Start Date Start Date Start Date Start Date Start Date Start Date		7 0 cm	50	.00 0500 00 00		
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16 WISN 10/08/12 10/14/12 News Sun 7-9a 7-9am :30 NM 2 \$800.00 Start Date End Date Weekdays Spots/Week Rate Rating 400.00 3.20		<u>Rate</u> Ra			14101	\$400.00
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Q200.00 Z.10	Week: 10/08/12 10/14/121 Spots/Week					
Totals 377.20 44 \$65,700.00	10/17/12	φ200.00 2	4.4U			
			······	Totals 377	20 44	\$65,700.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



	Contract / Revision 961098 / 1	Alt Order # 06362748
Contract Dates 10/08/12 - 10/14/12	Product TAMMY BALDWIN	Estimate #
Advertiser AFSCME		iginal Date / Revision 10/09/12 / 10/09/12

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/14/12	44	\$65,700.00	\$55,845.00
Totals	44	\$65,700.00	\$55,845.00

Signature:	Date:	
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(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

TERMS AND STANOARO CONDITIONS FOR PURCHASE OF BROADCAST AOVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and qualify standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INOEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial
materials and other property furn	ished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts exce	pt after its prior approval.

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

Product Code

Contract Agreement Between: WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Adelstein/Liston 222 West Ontario Suite 600 Chicago, IL 60610

Contract / Revision Alt Order # 961098 06362748 **Product** TAMMY BALDWIN **Contract Dates** Estimate # 10/08/12 - 10/14/12 3283 <u>Advertiser</u> Original Date / Revision **AFSCME** 10/12/12 / 10/12/12 Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office WISN Rob Obringer HRP - Chicago Special Handling Do Not Mail Demographic Adults 25-54 Total Ratings 377.20

Advertiser Code

Advertiser Ref

IDB#

Agency Ref

*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ Length Week	Data Din Tuna O		
1 WISN 10/08/12 10/14/12 Castle Start Date	Mon 9-10p <u>Rate</u> <u>Rating</u> \$7,000.00 17.90	:30	Rate Rtn TypeS	pois 1	4mount \$7,000.00
2 WISN 10/08/12 10/14/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 5	5-6A <u>Rate</u> <u>Rating</u> \$1,000.00 3.80	:30	NM	5	\$5,000.00
3 WISN 10/08/12 10/14/12 Good Morning America Start Date	7-9a <u>Rate</u> <u>Rating</u> \$3,000.00 4.70	:30	NM	2	\$6,000.00
N 4 WISN 10/08/12 10/14/12 3-4p Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 4 Spot Ch Date Range Description	3-4p Rate Rating \$500.00 6.60	:30	NM	3	\$1,500.00
3 W/SN 10/08/12-10/14/12 3-4p See MG 12.2,12.3	Start/End Time Weekd 3-4p MTuWT	. · · ·	Rate Rtg Type 90.00 6.60 NM		
5 WISN 10/08/12 10/14/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 3	4P-5P <u>Rate</u> <u>Rating</u> \$600.00 5.50	:30	NM	3	\$1,800.00
6 WISN 10/08/12 10/14/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 5	5-530pm <u>Rate</u> <u>Rating</u> \$1,800.00 7.40	:30	NM	5	\$9,000.00
7 WISN 10/08/12 10/14/12 Late News 10PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 2	10-1030p <u>Rate</u> <u>Rating</u> \$3,500.00 9.30	:30	NM	2	\$7,000.00
8 WISN 10/08/12 10/14/12 Jimmy Kimmel <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 MTWTF 3	1130-1230a <u>Rate</u> <u>Rating</u> \$400.00 3.00	:30	NM	3	\$1,200.00
9 WISN 10/08/12 10/14/12 Sa 458-6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/121- 1	456-6AM <u>Rate</u> <u>Rating</u> \$250.00 2.30	:30	NM	1	\$250.00
10 WISN 10/08/12 10/14/12 News Sat 7-9a	7-9am	:30	NM	2	\$1,000.00

CONTRACT

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



Dates	Draduat	Estimate #
	961098 / 2	06362748
	Contract / Revision	Alt Order #
	Contract / Pavision	Alt Order #

Contract Dates stimate # 10/08/12 - 10/14/12 TAMMY BALDWIN 3283

Advertiser Original Date / Revision **AFSCME** 10/12/12 / 10/12/12

			Spots	/			
Line Ch Start Date End Date Description	Start/End Tir	ne Days Len	gth Week	Rate	Rtn []	Type Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 2- 2	<u>Rate</u> \$500.00	Rating 2.40					
11 WISN 10/08/12 10/14/12 College Football BADGER	230p-6p		:30			NM 8	\$21,000.00
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/123- 3		Rating					,
Week: 10/08/12 10/14/123- 3 Spot Ch Date Range Description		23.00	t			_	
1 W/SN 10/08/12-10/14/12 College Football BADGER	Start/End Tim 230p-6p	<u>weekdays</u>	<u>Length</u>	Rate	Rtg .		
See MG 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11	230p-op	5a-•	:30	\$7,000.00	23.00	NM	
2 W/SN 10/08/12-10/14/12 College Football BADGER	230p-6p	Sa	:30	\$7,000.00	23.00	NM	
See MG 11.4,11.5,11.6,11.7,11.8,11.9,11.10,11.11				•			
3 W/SN 10/08/12-10/14/12 College Football BADGER	230p-6p	Sa	:30	\$ 7, 000.00	23.00	NM	
See MG 11.4,11.5,11.6,11.7,11.8,11.9,11.10,11.11 4 WISN 10/11/12-10/11/12 LastResort	T 70	•					
⊕ MG for 11.1,11.3,11.2	Thu 7-8p	Th	:30	\$3,000.00	23.00	NM	
5 WISN 10/12/12-10/12/12 PrimeTime	Fri 8-9p	F	:30	\$2,000.00	23.00	NINA	
	1 11 0-0p		.50	\$2,000.00	23.00	INIVI	
6 WISN 10/14/12-10/14/12 Revenge	Sun 8-9p	St	:30	\$7,000.00	23.00	NM	
⊕ MG for 11.1,11.3,11.2							
7 WISN 10/14/12-10/14/12 ParkAve	Sun 9-10p	St	:30	\$3,500.00	23.00	NM	
⊕ MG for 11.1,11.3,11.2 8 WISN 10/12/12-10/12/12 2020	Fai 0.40a	_					
⊕ MG for 11.1,11.3,11.2	Fri 9-10p	F	:30	\$4,000.00	23.00	NM	
9 WISN 10/14/12-10/14/12 Sun 9-930A	9-930A	St	:30	\$500.00	23 00	NIMA	
		30	.00	Ψ500.00	20.00	14101	
10 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD	AY630-7p, 6-630	pSa	:30	\$500.00	23.00	NM	
MG for 11.1,11.3,11.2							
11 WISN 10/13/12-10/13/12 News Sat 7-9a	7-9am	Sa	:30	\$500.00	23.00	NM	
₩ MG for 11.1,11.3,11.2		· <u>·····</u>					
N 12 WISN 10/08/12 10/14/12 News Sa 6p-630p Start Date End Date Weekdays Spots/Week	6-630pm		:30			NM 2	\$1,350.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/121- 1	<u>Rate</u> <u>1</u> \$850.00	Rating 5.90					
Spot Ch Date Range Description	Start/End Tim		Length	Data	Dia 1	Tuna	
1 W/SN 10/08/12-10/14/12 News Sa 6p-630p	6-630 <i>pm</i>	Sa	:30	Rate \$850-00	<u>Rtg</u> 5.90		
See MG 12.2,12.3		Ju	.00	Ψ000:00	5.50	14141	
2 WISN 10/14/12-10/14/12 This Week With George St	ep 930-1030am	St	:30	\$1,000.00	6.60	NM	
₩ MG for 4.3,12.1							
3 WISN 10/14/12-10/14/12 Chris Matthews	11a-1130a	SL	:30	\$350.00	5.90	NM	
⊕ MG for 4.3,12.1							
13 WISN 10/08/12 10/14/12 BIG 12 SPORTS SATURDA Start Date End Date Weekdays Spots/Week	· · · · · · · ·	_	:30			NM 1	\$500.00
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/121- 1	<u>Rate</u> <u>]</u> \$500.00						
14 WISN 10/08/12 10/14/12 Su 458-6a	458-6AM	0.00	-20				
Start Date End Date Weekdays Spots/Week		Rating	:30			NM 1	\$200.00
Week: 10/08/12 10/14/121 1	\$200.00	2.00					
15 WISN 10/08/12 10/14/12 Sun GMA	6-7a		:30		••••	NM 1	\$400.00
Start Date End Date Weekdays Spots/Week		Rating	.50			1.4141	\$400.00
Week: 10/08/12 10/14/121 1	\$400.00	2.70					
16 WISN 10/08/12 10/14/12 News Sun 7-9a	7-9am		:30			NM 2	\$800.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/122 2		Rating					
Week: 10/08/12 10/14/122 2	\$400.00	3.20					

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	Contract / Revision 961098 / 2	Alt Order # 06362748		
<u>Contract Dates</u> <u>Product</u> 10/08/12 - 10/14/12 TAMMY BALDV		Estimate # 3283		
Advertiser	Or	iginal Date / Revision		
AFSCME		10/12/12 / 10/12/12		

*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ Length Week F	Rate Rtn TypeS	Spots	Amount
Start Date End Date Weekdays Spots/Week	Rate Rating				
17 WISN 10/08/12 10/14/12 Late News SU 1030PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/121 1	1030p-11p	:30	NM	1	\$1,500.00
18 WISN 10/08/12 10/14/12 Upfront Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1	11-1130p <u>Rate</u> <u>Rating</u> \$200.00 2.40	:30	NM	1	\$200.00
		Totals	377.20	44	\$65,700.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/14/12	44	\$65,700.00	\$55,845.00
Totals	44	\$65,700.00	\$55,845.00

Signature:	Date:	

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisty the "reasonable access" and/or "equal opportunity" requirements for certain broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notity Agency of such cancellation as rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory 6.

AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnity and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notity and cooperate with the indemnitor with respect to any

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specitying or limiting either Agency's or Station's remedies for breach.

GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The S materials and other property furnished by connection with broadcasts except after it.	Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commerc y the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in its prior approval.	ial

on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service, all references herein to Agency shall allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT

Contract Agreement Between:

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Adelstein/Liston 222 West Ontario Suite 600 Chicago, IL 60610

	Contract / Re	<u>vision</u>	Alt Or	der#
	961098	/ 3	06362	2748
<u>Product</u>				
TAMMY BALDWIN				
Contract Dates	Estimate #			
10/08 /12 - 1 0/14/12	3283			
<u>Advertiser</u>			Original I	Date / Revision
AFSCME			10/16/1	12 / 10/16/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broado	cast	Cash
	Station	Ассоці	nt Executi	ve Sales Office
	WISN	Rob O	bringer	HRP - Chicago
	Special Hand	ling		
	Do Not Mail			
	Demographic			
	Adults 25-54			
				Total Ratings
				371.70
	IDB#	Advert	iser Code	Product Code
	Agency Ref	•	<u>A</u> dve	rtiser Ref

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time [Days Length Week Rate	Rtn TypeS	pots	Amount
1 WISN 10/08/12 10/14/12 Castle	Mon 9-10p	:30	NM	1	\$7,000.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/12 1 1	Rate Rating				
1907	\$7,000.00 17.90				
2 WISN 10/08/12 10/14/12 News M-F 5a Start Date End Date Weekdays Spots/Week	5-6A Rate Rating	:30	NM	5	\$5,000.00
Week: 10/08/12 10/14/12 MTWTF 5	\$1,000.00 3.80				
3 WISN 10/08/12 10/14/12 Good Morning America	7-9a	:30	NM	2	\$6,000.00
Start Date End Date Weekdays Spots/Week	Rate Rating	.00	,,,,,	_	Ψ0,000.00
Week: 10/08/12 10/14/12 MTWTF 2	\$3,000.00 4.70				
4 WISN 10/08/12 10/14/12 3-4p	3-4p	:30	MM	3	\$1,500.00
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 MTWTF 4	<u>Rate</u> <u>Rating</u> \$500.00 6.60				
Spot Ch Date Range Description		/eekdays Length Rate	Rtg Type		
3 W/SN 10/08/12-10/14/12 3-4p		TuWThF :30 \$500.00	6.60 NM		
See MG 12.2,12.3		100 000.00	V.00 VIII		
5 WISN 10/08/12 10/14/12 DR. OZ	4P-5P	:30	NM	3	\$1,800.00
Start Date End Date Weekdays Spots/Week	Rate Rating				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Week: 10/08/12 10/14/12 MTWTF 3	\$600.00 5.50				
6 WISN 10/08/12 10/14/12 News M-F 5p	5-530pm	:30	NM	5	\$9,000.00
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/08/1210/14/12MTWTF5	Rate Rating \$1,800.00 7.40				
7 WISN 10/08/12 10/14/12 Late News 10PM	10-1030p	:30	NIM		07.000.00
Start Date End Date Weekdays Spots/Week	Rate Rating	.50	NM	2	\$7,000.00
Week: 10/08/12 10/14/12 MTWTF 2	\$3,500.00 9.30				
8 WISN 10/08/12 10/14/12 Jimmy Kimmel	1130-1230a	:30	NM	3	\$1,200.00
Start Date End Date Weekdays Spots/Week	Rate Rating				, ,
Week: 10/08/12 10/14/12 MTWTF 3	\$400.00 3.00				
9 WISN 10/08/12 10/14/12 Sa 458-6a	456-6AM	:30	NM	1	\$250.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/121- 1	Rate Rating \$250.00 2.30				
10 WISN 10/08/12 10/14/12 News Sat 7-9a	7-9am	.20			04 000 4 -
10 111011 10/00/12 10/14/12 News Sat (-3a	(-3dill	:30	MM	2	\$1,000.00

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Contract / Re	visi	ion	Alt Order #	
961098	1	3	06362748	

Contract Dates Product Estimate # 10/08/12 - 10/14/12 TAMMY BALDWIN 3283

Advertiser Original Date / Revision AFSCME 10/16/12 / 10/16/12

			Spots/				
*Line Ch Start Date End Date Description	Start/End Time	Days Leng	jth Week	Rate Rtn	Type Sp	ots	Amount
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/08/1210/14/122-2	<u>Rate</u> <u>Rati</u> \$500.00 2.	<u>nq</u> 40					
11 WISN 10/08/12 10/14/12 College Football BADGER	230р-6р		:30		NM	8	\$21,000.00
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/123- 3	<u>Rate Rati</u> \$7,000.00 23.						
Spot Ch Date Range Description	Start/End Time		Length	Rate Rtg	Type		
1 WISN 10/08/12-10/14/12 College Football BADGER	230p-6p	Sa		900.00 23.00			
See MG 11.4,11.5,11.6,11.7,11.8,11.9,11.10,11.11							
2 W/SN 10/08/12-10/14/12 College Football BADGER	230р-6р	Sa	:30 \$7, 1	900.00 23.00	NM (
See MG 11.4,11.5,11.6,11.7,11.8,11.9,11.10,11.11 3 W/SN 10/08/12-10/14/12 College Football BADGER	230р-6р	Sa 	:30 \$7, 4	000.00 23.00	NM		
See MG 11.4,11.5,11.6,11.7,11.8,11.9,11.10,11.11 4 WISN 10/11/12-10/11/12 LastResort	Thu 7-8p	Th 	:30 \$3,0	000.00 23.00) NM		
® MG for 11.1,11.3,11.2	ти тор		.00 40,	000.00 20.00	, 1414		
5 WISN 10/12/12-10/12/12 PrimeTime MG for 11.1,11.3,11.2	Fri 8-9p	F	:30 \$2,0	000.00 23.00) NM		
6 WISN 10/14/12-10/14/12 Revenge	Sun 8-9p	Si	:30 \$7,	000.00 23.00	NM (
⊕ MG for 11.1,11.3,11.2 7 WISN 10/14/12-10/14/12 ParkAve	Sun 9-10p	Si	:30 \$3,	500.00 23.00) NM		
MG for 11.1,11.3,11.2							
8 WISN 10/12/12-10/12/12 2020 ⊕ MG for 11.1,11.3,11.2	Fri 9-10p	F	:30 \$4,	000.00 23.00) NM		
9 WISN 10/14/12-10/14/12 Sun 9-930A	9-930A	St	:30 \$	500.00 23.00	NM C		
→ MG for 11.1,11.3,11.2 10 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 11 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 12 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 13 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 14 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 15 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 16 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 17 WISN 10/13/12-10/13/12 BIG 12 SPORTS SATURD. 18 WISN 10/13/12-10/13/13/12 BIG 12 SPORTS SATURD. 18 WISN 10/13/13/13/13/13/13/13/13/13/13/13/13/13/	AV630 7n 6 630n	Sa	·30 6	500.00 23.00	, ,,,,		
® MG for 11.1,11.3,11.2	A 1030-7 p, 0-030 p	sa	:30 \$	300.00 23.00	INIVI		
11 WISN 10/13/12-10/13/12 News Sat 7-9a	7-9am	Sa	:30 \$	500.00 23.00	MM C		
⊕ MG for 11.1,11.3,11.2							
12 WISN 10/08/12 10/14/12 News Sa 6p-630p	6-630pm		:30		NM	2	\$1,350.00
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/121- 1	<u>Rate</u> <u>Rati</u> \$850.00 5.	<u>ing</u> .90					
Spot Ch Date Range Description	Start/End Time		Length	Rate Rto	і Туре		
1 W/SN 10/08/12-10/14/12 News Sa 6p-630p	6-630pm	Sa		850.00 5.90			
See MG 12.2,12.3	000 1000						
2 WISN 10/14/12-10/14/12 This Week With George St	ep 930-1030am	Si	:30 \$1,	000.00 6.60	MM C		
3 WISN 10/14/12-10/14/12 Chris Matthews	11a-1130a	SL	:30 \$	350.00 5.90	NM C		
→ MG for 4.3,12.1				010.00			
N 13 WISN 10/08/12 10/14/12 BIG 12 SPORTS SATURDA	A1630-7p, 6-630p		:30		NM	0	\$0.00
Start Date End Date Weekdays Spots/Week	Rate Rat						*****
Week: 10/08/12 10/14/121- 1 Spot Ch Date Range Description		.50	1 anath	Data Di			
1 W/SN 10/08/12-10/14/12 BIG 12 SPORTS SATURD	Start/End Time A \ 630-70, 6-6300	<u>Weekdays</u> Sa	Length :30 \$		<u>Type</u> O <i>NM</i>		
Credited Street		34	.oo 🔻	U.U. V.V.	14141		
14 WISN 10/08/12 10/14/12 Su 458-6a	458-6AM		:30		NM	1	\$200.00
Start Date End Date Weekdays Spots/Week	Rate Rat					•	4200.00
Week: 10/08/12 10/14/121 1		.00					
15 WISN 10/08/12 10/14/12 Sun GMA Start Date End Date Weekdays Spots/Week	6-7a	:	:30		NM	1	\$400.00
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/08/1210/14/1211	<u>Rate</u> <u>Rat</u> \$400.00 2	<u>ınq</u> .70					

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shell remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Peyment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict when above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

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Contract / Revision Alt Order #	Contract / Ro	evisi	on	Alt Order #	

 Contract Dates
 Product
 Estimate #

 10/08/12 - 10/14/12
 TAMMY BALDWIN
 3283

 Advertiser
 Original Date / Revision

 AFSCME
 10/16/12 / 10/16/12

Spots/

*Line Ch Start Date End Date Description	Start/End Tir	ne Days	Length Week	Rate Rtn Type S	Spots	Amount
16 WISN 10/08/12 10/14/12 News Sun 7-9a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/122 2	7-9am <u>Rate</u> \$400.00	Rating 3.20	:30	NM	2	\$800.00
17 WISN 10/08/12 10/14/12 Late News SU 1030PM <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/08/12 10/14/121 1	1030p-11p <u>Rate</u> \$1,500.00	Rating 7.40	:30	NM	1	\$1,500.00
18 WISN 10/08/12 10/14/12 Upfront Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 1 1	11-1130p <u>Rate</u> \$200.00	Rating 2.40	:30	ММ	1	\$200.00
			Total	s 371.70	43	\$65,200.00

 Time Period
 # of Spots
 Gross Amount
 Net Amount

 10/01/12 -10/14/12
 43
 \$65,200.00
 \$55,420.00

 Totals
 43
 \$65,200.00
 \$55,420.00

Signature:	Date:	

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entify ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liabilify to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and qualify standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of	of property and mail, but assumes no liability for loss or damage to program or commercia
materials and other property furnished by the Agency in connection with proadcasts hereunder,	The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except after its prior approval.	and the second second as to be build the

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]